

THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

LAW DEPARTMENT  
DENVER, COLORADO 80217

SAMUEL R. FREEMAN  
VICE PRESIDENT AND  
GENERAL COUNSEL

JOHN S. WALKER  
GENERAL SOLICITOR  
CHARLES W. JOHNSON  
GENERAL ATTORNEY  
JOHN PATRICK BARRY  
ATTORNEY

January 14, 1977

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REGISTRATION NO. 10000 Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

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ICC Washington D. C.

Mr. Robert L. Oswald, Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Sir:

Enclosed please find two fully executed originals, plus six (6) photocopies, of the Novation Agreement and Agreement to Amend the Equipment Lease and Conditional Sales Agreement between William M. Gibbons, Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company, successor in interest of the Chicago, Rock Island and Pacific Railroad Company, and The Denver and Rio Grande Western Railroad Company and Rail Car Leasing Company and Nationwide Life Insurance Company.

Our check in the amount of \$50.00 to cover the filing fee is attached.

Please stamp the six copies of the original Agreements and return them to me through Kunkel Transportation Company for distribution to the other parties involved in this contract.

Very truly yours,

General Solicitor

JSW rw  
Encls.

x

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RECORDATION NO. .... Filed & Recorded

NOVATION AGREEMENT AND AGREEMENT TO AMEND  
THE EQUIPMENT LEASE AND THE CONDITIONAL SALES AGREEMENT

JAN 17 1977 \*9 EE NM

STATE COMMERCE COMMISSION

AGREEMENT dated this 1st day of January, 1977,  
between WILLIAM M. GIBBONS, Trustee of the Property of CHICAGO, ROCK  
ISLAND AND PACIFIC RAILROAD COMPANY, Debtor, successor in interest of  
the Chicago, Rock Island and Pacific Railroad Company (hereinafter  
sometimes referred to as 'Rock Island'); and DENVER AND RIO GRANDE  
WESTERN RAILROAD COMPANY (hereinafter referred to as 'Denver') and  
RAIL CAR LEASING COMPANY and NATIONWIDE LIFE INSURANCE COMPANY.

WHEREAS, the Rock Island entered into certain agreements, as  
set forth more specifically in Schedule 'A' attached hereto and made  
part hereof on October 1, 1973 with the Rail Car Leasing Company and  
Nationwide Life Insurance Company; and

WHEREAS, William M. Gibbons has been appointed Trustee of the  
Property of Chicago, Rock Island and Pacific Railroad Company, Debtor,  
pursuant to Section 77 of the Bankruptcy Act in the United States  
District Court, Northern District of Illinois, Eastern Division, in  
Docket 75 B 2697 and is the successor in interest to the Chicago,  
Rock Island and Pacific Railroad Company; and

WHEREAS, on April 25, 1975 the United States District Court,  
Northern District of Illinois, Eastern Division, in Docket 75 B 2697,  
Honorable Hubert L. Will presiding, issued Bankruptcy Order No. 9  
authorizing William M. Gibbons as Trustee of the Property of Chicago,  
Rock Island and Pacific Railroad Company, Debtor to adopt certain equip-  
ment leases and equipment financing obligations, included in which are the  
Equipment Lease and Conditional Sales Agreement, as hereinabove mentioned  
and as more fully set out in Schedule 'A'.

WHEREAS, Denver desires to effect a novation in said agreements  
and to assume all of the obligations, guarantees, responsibilities,  
duties and rights and privileges of the Rock Island and Rock Island  
wishes to be completely relieved of all such obligations, guarantees,  
responsibilities, duties and rights and privileges under said  
agreements; and

WHEREAS, Rail Car Leasing Company and Nationwide Life Insurance Company were parties to said agreements and now also agree and consent to said novation by Denver.

NOW, THEREFORE, in consideration of the premises and the payment of ONE and NO/100 DOLLAR (\$1.00) by Denver to Rail Car Leasing Company and Nationwide Life Insurance Company, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Denver shall assume all the obligations, guarantees, responsibilities, duties and rights and privileges of Rock Island, including any and all past, contingent or future obligations arising out of said agreements as set forth in Schedule "A".

2. William M. Gibbons, Trustee of the Property of Chicago, Rock Island and Pacific Railroad Company, Debtor, will be relieved of all obligations, guarantees, responsibilities, duties and rights and privileges under said agreements as set forth in Schedule "A", and hereby consents and agrees to such a novation.

3. Rail Car Leasing Company and Nationwide Life Insurance Company hereby agree and consent to this novation and relieve Rock Island of all of its obligations, guarantees, responsibilities, duties, and rights and privileges under said agreements.

4. Denver agrees to assume all costs and expenses relating to this novation, including but not limited to any recording fees in the various states required by law or with the Interstate Commerce Commission.

5. The parties hereto further agree that by the execution of this agreement both the Conditional Sales Agreement and Equipment Lease, as more fully set forth in Schedule "A", are so amended as to

reflect this novation and the renumbering and redesignation of the forty (40) boxcars as Denver cars. Denver further agrees to execute and deliver whatever additional amendments, agreements or instruments as may be necessary and appropriate to effect this novation, and to assume all recording fees relating thereto, and to see to obtaining any state, court or federal agency's approval as may be appropriate.

6. Denver agrees that pursuant to this novation it will assume all liability and costs associated with stencilling and renumbering the forty (40) 86-foot-6-inch boxcars, currently bearing Rock Island road numbers R.I. 32860 to R.I. 32899 inclusive, so as to display Denver road numbers DRG 64200-64239 inclusive, as well as making any amendments to the Equipment Lease or Conditional Sales Agreement, as set forth in Schedule "A", as may be required either by the Interstate Commerce Commission or by the other parties to those agreements.

7. Denver and Rock Island agree to prorate any prepaid rentals, or any per diem which might accrue during the restencilling period, as of the date hereof.

8. The parties hereto agree that in all other respects the said agreements as set forth more specifically in Schedule "A" shall remain in full force and effect in accordance with their original terms.

9. This agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused the instrument to be executed in its corporate name by its President or Trustee or by one of its Vice Presidents, thereto duly authorized, and by its corporate seal being affixed and attested by its Secretary, or witnessed, all as of the date and year above written.

DENVER AND RIO GRANDE WESTERN  
RAILROAD COMPANY

(Corporate Seal).

By W. G. Holtman  
President

ATTEST:

W. E. Matheson  
Secretary



WILLIAM M. GIBBONS, Trustee of  
the Property of CHICAGO, ROCK  
ISLAND AND PACIFIC RAILROAD COMPANY,  
Debtor

By John A. Burrell

WITNESS:

[Signature]

RAIL CAR LEASING COMPANY

(Corporate Seal)

By James A. Dull

ATTEST:

[Signature]  
Secretary

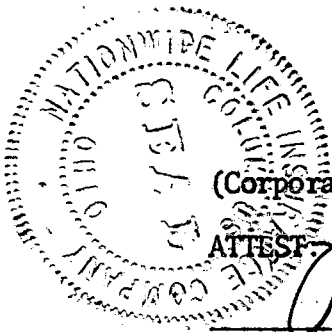
NATIONWIDE LIFE INSURANCE COMPANY

(Corporate Seal)

By Richard Backus  
Vice President

ATTEST:

M. E. Spentzsch  
Secretary



STATE OF                    )  
                                  ) SS.  
COUNTY OF                )

On this 4th day of November, 1976, before me personally appeared W. J. Heltman, to me personally known, who, being by me duly sworn, states that he is the President of DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the Corporate Seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dean F. Ferguson  
Notary Public

My commission expires: June 25, 1977.

STATE OF ILLINOIS    )  
                              ) SS.  
COUNTY OF COOK        )

On this 9th day of November, 1976, before me <sup>by John A. Burnett For,</sup> personally appeared WILLIAM M. GIBBONS, to me personally known, who, being by me duly sworn, says that he is <sup>duly authorized Agent for,</sup> the Trustee of the Property of the CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, Debtor, that said instrument was signed and he acknowledged that the execution of the foregoing instrument was his free act and deed.

Laraine Howard  
Notary Public

My commission expires: August 22, 1977.

STATE OF }  
COUNTY OF } SS.

On this 20th day of December, 1976, before me personally appeared Jerome A. Thrall, to me personally known, who, being by me duly sworn, states that he is the Executive Vice-President of RAIL CAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the Corporate Seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Thos. V. McCO  
Notary Public

My Commission expires: January 8, 1978.

STATE OF }  
COUNTY OF } SS.

On this 4th day of January, 1977, 1976, before me personally appeared Richard Backus, to me personally known, who, being by me duly sworn, states that he is the Vice Pres. of NATIONWIDE LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the Corporate Seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Judy E. Guinther  
Notary Public

My Commission expires: \_\_\_\_\_, 19\_\_\_\_.

JUDY E. GUINThER  
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO  
MY COMMISSION EXPIRES NOV. 7, 1979

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**1/17/77**

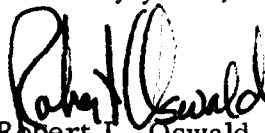
**OFFICE OF THE SECRETARY**

**John S. Walker  
The Denver and Rio Grande Western RR. Co.  
Law Department  
Denver, Colorado 80217**

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on **1/17/77** at **9:25am** , and assigned recordation number(s) **8660**

Sincerely yours,

  
**Robert L. Oswald**  
Secretary

**Enclosure(s)**

**SE-30  
(5/76)**



## SCHEDULE "A"

1. Conditional Sale Agreement, dated as of October 1, 1973, among CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, RAIL CAR LEASING COMPANY, and THRALL MANUFACTURING COMPANY; recorded with the Interstate Commerce Commission on November 2, 1973 as No. 7209.

2. Equipment Lease, dated as of October 1, 1973, among CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY and RAIL CAR LEASING COMPANY; recorded with the Interstate Commerce Commission on November 2, 1973 as No. 7210.

3. Finance Agreement, dated as of October 1, 1973, between CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY and NATIONWIDE LIFE INSURANCE COMPANY;